

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A7		PAGE of PAGES 1 25		
2. CONTRACT (PROC. INST. IDENT.) NO. FA8722-09-C-0001		3. EFFECTIVE DATE		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G				
5. ISSUED BY 850 ELSG/PK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIAL COMMAND, USAF 11 BARKSDALE STREET, BLDG 1614 HANSCOM AFB, MA 01731-1700 JILL F. ASIMAKOPOULOS 781-266-0338 jill.asimakopoulos@hanscom.af.mil		CODE FA8722		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) DCMA SYRACUSE 615 ERIE BLVD., WEST SUITE 300 SYRACUSE NY 13204-2408 SYRACUSE_CAS_POC@DCMA.MIL		CODE S3306A		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) SENSIS CORPORATION 85 COLLAMER CROSSINGS EAST SYRACUSE NY 13057-8800 (315) 445-5746		MAILING DATE MAY 13 2009		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		9. DISCOUNT FOR PROMPT PAYMENT N		
CAGE CODE 1EG52		FACILITY CODE		10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		ITEM See Block 12		
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPS P.O. BOX 182266 COLUMBUS OH 43218-2266 EFT: T		CODE HQ0337		
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION		14. ACCOUNTING AND APPROPRIATION DATA See Section G						
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
15G. TOTAL AMOUNT OF CONTRACT					\$21,932,685.00			
16. Table of Contents								
SEC	DESCRIPTION			PAGE(S)	SEC	DESCRIPTION		
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✓ B	SUPPLIES OR SERVICES AND PRICES/COSTS			2	PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS			
✓ C	DESCRIPTION/SPECS./WORK STATEMENT			4	✓ J	LIST OF ATTACHMENTS		
✓ D	PACKAGING AND MARKING			5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
✓ E	INSPECTION AND ACCEPTANCE			6	K	REPRESENTATIONS, CERTIFICATIONS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) <i>Kim V. Wondraczek, Contracting Officer</i>					20A. NAME OF CONTRACTING OFFICER STEPHEN L. SMITH			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed		
<i>by Kim V. Wondraczek</i> (signature of person authorized to sign)		<i>4/15/2009</i>		<i>Stephen L. Smith</i> (signature of Contracting Officer)		<i>13 MAY 09</i>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1	\$21,932,585.00
		Lot	\$21,932,585.00
	<i>Noun:</i>	TECHNOLOGY DEVELOPMENT	
	<i>ACRN:</i>	AA	
	<i>PR/MIPR:</i>	F2BDAZ8294B001	\$9,857,500.00
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The Contractor shall perform Technology Development for the 3-Dimensional Expeditionary Long Range Radar (3DELRR) IAW the documents identified in Sections C and J.		
	2. This Technology Development should include a robust cost estimate mapped to System Specifications and Work Breakdown Structure (WBS), a proposed design approach with open architecture up to Program Definition and Risk Reduction (PDRR), a technical risk reduction approach to include demonstration of Technology Readiness Level 6 for all critical technical elements, and other data as required to support the transition to Milestone B and System Development and Demonstration (SDD).		
0002		1	NSP
		Lot	NSP
	<i>Noun:</i>	DATA	
	<i>ACRN:</i>	U	
	<i>NSN:</i>	N - Not Applicable	
	<i>DD1423 is Exhibit:</i>	A	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>		
	1. The contractor shall deliver data in accordance with the Contracts Data Requirements List (CDRL, DD Form 1423), Section J, Exhibit A.		
	2. This CLIN is not separately priced (NSP). Costs Associated with CLIN 0002 will be included in the Firm Fixed Price of CLIN 0001.		

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) (TAILORED)

Total Price \$21,932,585.00

Applicable to following Line Items: CLINs 0001 and 0002

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (AUG 2006) (TAILORED)

(a) The following documents are a part of this contract:

- (1) Statement of Objectives for 3DELRR, dated 13 Mar 2009
- (2) DD Form 1423, Contract Data Requirements List, dated 18 Mar 2009
- (3) DD Form 254 - Contract Security Classification Specification, dated 03 Nov 2008
- (4) Statement of Work (SOW), dated 31 March 2009
- (5) Limitations/Restrictions in Data/Software, dated 22 Dec 2008

(b) Technical Working Group (TWG) exchanges will take place as required by the Government.

ESC-C37 WORK DESCRIPTION/SPECIFICATION (MAY 2003)

The contractor shall furnish the supplies and/or services set forth in Section B in accordance with the following:

CLIN/SubCLIN DESCRIPTION

- | | |
|-----------|---|
| 0001-0002 | (1) Statement of Objectives for 3DELRR, dated 13 Mar 2009 |
| | (2) DD Form 1423, Contract Data Requirements List, dated 18 Mar 2009 |
| | (3) DD Form 254 - Contract Security Classification Specification, dated 03 Nov 2008 |
| | (4) Statement of Work (SOW), dated 31 Mar 2009 |

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-09 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E005 INSPECTION AND ACCEPTANCE (MAR 1998) (TAILORED)

- a. Line Items: All CLIN deliverables shall be delivered IAW Exhibit A, DD Form 1423, CDRLs.
- b. The data shall be delivered F.O.B. Destination to the office(s) specified in Block 14 of Exhibit A, DD Form 1423, and inspected and accepted at 650 ELSS/BC .
- c. **PROCESSING STATUS.** Any inquiry as to the processing status of a DD Form 250 should be made to the cognizant contracting officer:

850 ELSG/PK
ATTN: Stephen Smith
11 Barksdale Street
Hanscom AFB, MA 01731-1700
(781) 266-1081
stephen.smith@hanscom.af.mil

- d. Submit original DD Form 250 IAW CLAUSE E005, for all items deliverable under this contract (e.g., hardware, software, exhibit line items, status reports, services, etc.) to the following address:

650 ELSS/BC
ATTN: Joseph Imwalle, LtCol, USAF
11 Barksdale Street
Hanscom AFB, MA 01731-1700
(781) 266-9306
joseph.imwalle@hanscom.af.mil

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA8722			20 MARO

Noun: TECHNOLOGY DEVELOPMENT
ACRN: AA
Descriptive Data:
1. Period of performance shall commence on the date of contract award.

0002		1	FA8722			ASREQ
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Noun: DATA
ACRN: U
Descriptive Data:
1. Period of performance shall commence on the date of contract award.
2. Completion date shall be concurrent with CLIN 0001.
3. "ASREQ" under the delivery date for this CLIN shall mean delivery concurrent with CLIN 0001.

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F003 CONTRACT DELIVERIES (FEB 1997) (TAILORED)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

"ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

ACRN	Appropriation/Lmt Subhead/Supplemental Accounting Data	Obligation Amount
AA		\$9,857,500.00
	57 93600 299 4750 67485L 000000 00000 27412F 503000 F03000	
	Funding breakdown: On CLIN 0001: \$9,857,500.00	
	PR/MIPR: F2BDAZ8294B001 \$9,857,500.00	

I. Administrative Information:

- a. Contracting Officer: Mr. Stephen Smith, Comm (781) 266-1081
- b. Program Manager: LtCol Joseph Imwalle, Comm (781) 266-9306
- c. Symbol of Purchasing Office: 850 ELSG/PK
- d. Email: stephen.smith@hanscom.af.mil or joseph.imwalle@hanscom.af.mil
- e. Contracting Officer Technical Representatives: Lt Christopher Monson, Comm (781)266-9053 and Mr. Don MacMillan, Comm (781) 266-0740
- f. Email: christopher.monson@hanscom.af.mil or donald.macmillan@hanscom.af.mil

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (DEC 2007) (TAILORED)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to AFMCLO/JAZ as located below:

AFMCLO/JAZ
Building 11, Rm D18
2240 B St
Wright-Patterson AFB, OH 45433-7109
(937) 255 2838 (DSN 785-2838)

This notice also constitutes a request (see FAR 52.227-11 or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is 22-262-9993 .

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H284 COOPERATION WITH SUPPORT CONTRACTORS (MAY 2003)

(a) The Air Force has entered into contracts with the contractors set forth in paragraph (d) below (hereinafter referred to as "support contractor") for technical efforts in support and under the technical direction of the 3-Dimensional Expeditionary Long-Range Radar (3DELRR). The Contractor shall be required to provide support and technical information to the support contractors, to the extent specified herein. The Contractor agrees that the Government may release any technical information required in the performance of this contract to the support contractors. Additionally, the Contractor agrees to enter into or extend written mutual agreements with the support contractor for the protection of this information. A copy of the signed agreement or extension shall be furnished to the Contracting Officer within 90 days of notification of contract award or identification of additional support contractors. Other support contractors may be added by the Government at any time during the performance of this contract. Such additions shall not be considered a change to contract conditions, and the Contractor shall not request any equitable adjustment to the contract price.

(b) Such support shall include the right of the support contractor(s) to attend all scheduled technical audits, technical and program reviews and formal tests conducted in the performance of this contract when specifically required and approved by the Contracting Officer. Discussion with subcontractors by a support contractor shall be accomplished with the approval of the PCO and the concurrence of the Contractor.

(c) The support and technical information to be provided shall be no greater than required by this contract. The technical support required is limited to the support necessary for the support contractor to fulfill its respective role to provide assistance to the Program Office for evaluation of the technical aspects.

(d) The support contractors currently participating in the 3DELRR acquisition are as follows:

Government Contractor Support:

BAE Systems
Delta Strategies and Solutions
P3I, Inc.
Paragon Systems
Perot Systems
SI International
Odyssey Systems
Jacobs Technology Inc.
Tecalote Research Inc.
Chenega Technology Services Corporation (CTSC)
Computer Sciences Corporation (CSC)
Technology Service Corporation (TSC)
ManTech Systems Engineering Corp.

The following FFRDCs are supporting the program:

MIT/Lincoln Laboratory
Mitre Corporation

ESC-H288 (LIMITED) RELEASE OF TECHNICAL DATA AND COMPUTER SOFTWARE FURNISHED WITH GOVERNMENT PURPOSE RIGHTS (AUG 2005)

(a) The Government desires any deliverable technical data and/or computer software developed or generated at private expense and considered to be proprietary by the Contractor or subcontractors to be

delivered with rights no more restrictive than Government Purpose Rights as defined in and in accordance with DFARS 252.227-7013 and 252.227-7014. A list of such data and/or software is incorporated into the contract as Attachment 4 in Section J. The contractor shall, to the greatest extent possible, practice modular software development such that limited rights technical data and restricted rights computer software can be segregated from unlimited rights technical data and unrestricted computer software.

(b) The Air Force may find it necessary to release information submitted by the Contractor pursuant to the provisions of this contract, to individuals outside of the Air Force, including but not limited to Contractors competing for future competitive acquisitions. Technical data and computer software information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by signature on this contract, the Contractor hereby consents to a limited release of its technical data and computer software information unless Contractor has clearly marked it with less than Government Purpose Rights in accordance with applicable clauses in Section I of this contract.

(c) Possible circumstances where the Air Force may release the Contractor's technical data and computer software information include the following:

(1) To other Air Force contractors and subcontractors, and their employees tasked with assisting the Air Force in handling and processing information and documents in the administration of Air Force contracts, such as providing specialized technical support to the Air Force.

(2) To Air Force contractors and subcontractors, and their employees engaged in follow-on contracting for the development, operation, and maintenance of the 3DELRR system.

(d) The Air Force recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, the Air Force will permit the limited release of technical data and computer software information under subparagraphs (c)(1) or (c)(2) only pursuant to nondisclosure agreements (drafted according to DFARS 227.7103-7) signed by the contractor or subcontractor, and their individual employees who may require access to the technical data and computer software information to perform the contract.

(e) The Air Force's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of technical data and computer software information by the subcontractor.

ESC-H289 OPEN TECHNOLOGY DEVELOPMENT DEFINITIONS (AUG 2008)

Commonly accepted definitions:

1. Open Architecture: To be considered open, a system must be modular, interoperable, extensible, reusable, composable, maintainable, and must employ open standards for key interfaces within the system (hardware and software).

2. Open Standards: The contractor will verify that all standards employed are:

- Widely used, consensus-based, published, and maintained by recognized standards organizations.
- Freely and publicly available under royalty-free terms.
- Free of all requirements for execution of a license agreement, non-disclosure agreement, grant, click-through arrangement, or any form of paperwork, to deploy conforming implementations of the standard.
- Free of all requirements for other technology that fails to meet this "open standard" criteria.

And, all patents to the implementation of the standard are licensed under royalty-free terms for unrestricted use or covered by a promise of non-assertion when practiced by open source software.

3. Open Development Collaboration: Requires that a team-based process used to design, acquire, implement, deploy, and use a system.

The team's collaboration, correspondence, and decisions shall be persistently documented using an on-line mechanism that provides read/write access to all team members, and the government shall have unlimited rights to the content placed in the on-line mechanism unless such content is appropriately marked in accordance with applicable clauses in Section I of this contract. Access to this content may be restricted by the Government to only members of the respective team, as may be deemed necessary by the government representatives.

4. Open Source (Software): The system must be free of license restrictions (e.g., all royalties and other such fees for sale or use) preventing the DoD from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources.

Source code must be included and allowed to be distributed in textual form as well as in compiled form. The license must allow for modifications and derived works, and allow those changes to be distributed under the same terms as the license of the original software.

The license must protect the integrity of the author's original source code:

- The license must require derived works to carry a different name or version number from the original software.

- The license must require that the original source code be distributed as pristine based sources plus patches, so that "unofficial" changes (those made and added to the source by parties other than the original author) can be made available but easily distinguished from the base source.

The rights attached to the software must be applicable to all whom the software is redistributed without the need for execution of an additional license by those parties.

The rights attached to the software must be free from all dependencies on the software's being part of a particular software redistribution.

The license must be free from all restrictions on other software that is distributed along with the licensed software.

The license must be free of all provisions that may be predicated on any individual technology or style of interface (The license must be technology-neutral.).

5. Open Systems: The system must employ modular design, and use widely supported and consensus based standards for its key interfaces. Implementations of the components must conform to the interface specifications.

Interface specifications of its components must be:

- Fully defined.
- Available to the public.
- Maintained according to group consensus.

ESC-H290 CONTRACTING OFFICER'S AUTHORITY (AUG 2008)

The Contracting Officer shall be the only individual authorized to direct and/or redirect the efforts or in any way amend any of the items of this contract other than those instances specifically delegated to an Administrative Contracting Officer or a Termination Contracting Officer by the Contract Clauses of this contract or in writing by the Contracting Officer. The terms "Procuring Contracting Officer" and "Principal Contracting Officer" as used throughout this contract and its attachments, is synonymous with the term "Contracting Officer."

H004 TECHNICAL REVIEW (MITRE) (MAY 1997) (TAILORED)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997) (TAILORED)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(a) 1 copy to: Office of Public Affairs, ESC/PA, BLDG 1606, 9 EGLIN STREET, HANSCOM AFB, MA, 01731-1700.

(b) 1 copy to: Contracting Officer, 850 ELSG/PK, BLDG 1614, 11 BARKSDALE STREET, HANSCOM AFB, MA, 01731-1700.

(c) 1 copy to: Program Manager, 650 ELSS/BC, BLDG 1614, 11 BARKSDALE STREET,
HANSCOM AFB, MA, 01731-1700.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 6.10.8.2000; Issued: 4/22/2009; FAR: FAC 2005-32; DFAR: DCN20090115; DL.: DL 98-021; Class Deviations: CD 2009-O0001; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 07-03; AFAC: AFAC 2009-0318; IPN: 98-009

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
52.215-02	AUDIT AND RECORDS – NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.219-04	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-08	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

52.227-01	AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (DEC 2007)
52.229-03	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.229-06	TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
52.232-02	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984)
52.232-16	PROGRESS PAYMENTS (APR 2003)
52.232-17	INTEREST (OCT 2008)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-13	BANKRUPTCY (JUL 1995)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
52.249-09	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (DEC 2008)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7008	REQUIREMENTS FOR CONTRACTS INVOLVING EXPORT-CONTROLLED ITEMS (JUL 2008)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (AUG 2008) - ALTERNATE I (AUG 2008)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR
1988)
252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC
2007)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)
252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)
252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
Para (a), name of contracting agency(ies): 'United States Air Force'
Para (a), contract number(s): 'FA8722-09-C-0001'
Para (b), name of contracting agency(ies): 'United States Air Force'
252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(DOD CONTRACTS) (JAN 2009)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
(DEC 2006)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR
2003)
Para (c), List of Class I ODSs. 'None'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.227-9000 EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
5352.227-9002 VISIT REQUESTS BY FOREIGN-OWNED OR CONTROLLED FIRMS (AFMC) (JUL
1997)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) (TAILORED)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> or

- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.243-07 NOTIFICATION OF CHANGES (APR 1984) (TAILORED)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 days calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations,

orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 days calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (DEVIATION) (JUN 2005)

(a) Definitions. As used in this clause-

(1) "Produce" means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.

(2) "Specialty metals" means any of the following:

(i) Steel-

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of

(A) Nickel or iron-nickel alloys that contain a total of alloying metals or other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) - ALTERNATE I (MAY 2006)

(a) Contract line item(s) _____ through _____ are incrementally funded. For these item(s), the sum of _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$9,857,500.00
15 DEC 2009	\$12,075,085.00
_____	_____
_____	_____

ALTERNATE I (MAY 2006). If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item 0001 is incrementally funded. The sum of \$9,857,500.00 is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.201-9101 OMBUDSMAN (AUG 2005) (TAILORED)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

ESC/CS
BLDG 1606
9 Eglin Street
Hanscom AFB, MA 01731
Telephone #: 781-377-5106
Facsimile #: 781-377-4659
E-Mail: ESC.Ombudsman@hanscom.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) (TAILORED)

(a) The Air Force has entered into contracts with BAE Systems, Delta Strategies and Solutions, Jacobs Technology, Inc., Odyssey Systems, P3I, Inc., Paragon Systems, Perot Systems, SI International and Tecolote Research, Inc., Chenega Technology Services Corporation (CTSC), Computer Sciences Corporation (CSC), Technology Service Corporation (TSC), ManTech Systems Engineering Corp., MIT/Lincoln Laboratory, and Mitre Corporation for services to provide technical, evaluation, acquisition management, and cost analysis support.

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve system engineering support, hardware and software engineering support, acquisition planning and management support, logistics support, configuration and data management, test and evaluation support, budget and financial management support, cost estimating, and other technical and acquisition support.

(c) In the performance of this contract, the Contractor agrees to cooperate with BAE Systems, Delta Strategies and Solutions, Jacobs Technology, Inc., Odyssey Systems, P3I, Inc., Paragon Systems, Perot Systems, SI International and Tecolote Research, Inc., Chenega Technology Services Corporation (CTSC), Computer Sciences Corporation (CSC), Technology Service Corporation (TSC), ManTech Systems Engineering Corp., MIT/Lincoln Laboratory, and Mitre Corporation by providing access to Contractor facilities, activities, and data/information generated on this contract to the same extent provided to Government personnel.

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	14	18 MAR 2009	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORMS 1423 AND GENERAL INSTRUCTIONS
ATTACHMENT 1	17	13 MAR 2009	STATEMENT OF OBJECTIVES [SOO]
ATTACHMENT 2	7	03 NOV 2008	DD FORM 254 - CONTRACT SECURITY CLASSIFICATION SPECIFICATION: *CONTRACTOR SHALL RELY ON DRAFT UNTIL FINAL DOCUMENT IS APPROVED AND INCORPORATED AT CONTRACT AWARD.
ATTACHMENT 3	139	31 MAR 2009	STATEMENT OF WORK (SOW)
ATTACHMENT 4	7	22 DEC 2008	LIMITATIONS / RESTRICTIONS IN DATA / SOFTWARE

Contract Data Requirements List (CDRL)

DD Form 1423-1

Three-Dimensional Expeditionary Long-Range Radar (3DELRR)

Contract FA8722-09-C-0001

Exhibit A

18 Mar 2009

Contract Data Requirements List (CDRL)

DD Form 1423-1

Three-Dimensional Expeditionary Long-Range Radar (3DELRR)

Contract FA8722-09-C-0001

Exhibit A

18 Mar 2009

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

A. CONTRACT LINE ITEM NO. CLIN 0002	B. EXHIBIT	C. CATEGORY: TDP _____ TM _____ OTHER _____
D. SYSTEM/ITEM FA8722-09-C-0001		F. CONTRACTOR SENSIS

16. REMARKS (Continued)

supportable allocation techniques may be used to spread hours and/or costs to lower levels of the work breakdown structure (WBS)."

Add, "The Basis of Estimate (BOE) shall provide in sufficient detail the basis, rationale, estimating methodology, and historical database used to derive the proposed labor and material estimates to support the proposed costs for each task associated with the effort. For all phases the support shall be comprehensive enough to provide sufficient detail and clarity to enable the Government to replicate/validate and assess the proposed recurring and non-recurring costs. Visibility is required at the level the estimate is created.

For all proposed software efforts, including software migration, integration and new software development, the Contractor shall describe the technical analysis, design, and implementation approach planned for the software effort (this requirement may be fulfilled by reference), the estimating methods and supporting historical data base used to develop the LCC. This shall include appropriate software sizing, software sizing methods and supporting rationale, development and application of metrics used as a basis for estimating. The software cost estimates shall include as a minimum source line of code estimates and software language(s) or other input variables as applicable (i.e. case points). Source lines of code estimates should include the percentage of new, modified, reused code, and auto-generated code (including build approach).

If the Contractor uses parametric methods as a part of the estimating methodology, then the Contractor shall identify the model/tool used (name and version) and provide a copy of all the model inputs and default values used, rationale used for setting input parameters, and model generated outputs projecting staffing and schedule or other required information for replication/verification. If historical data, in lieu of parametric analysis, is used, the comparability of the projects shall be described, along with rationale for any adjustments in the metrics being used (e.g., productivity). Actual historic data utilized should be provided as best as practical."

Add "The LCC shall address and quantify/bound the potential risks and impact in the proposed contractor design, implementation, schedule and estimating method. As best as possible, the contractor cost model shall include (and clearly show) the cost associated with program risk; each WBS element should have an associated risk description and an explanation of how the risk translates to cost impacts; risk analysis should be performed from the 10th to 90th confidence level (typical "S" curve); risk analysis should be performed from the highest to lowest level of the WBS typically from as low as WBS level 3 (or lower), to the top tier WBS element; and the LCC estimate risk analysis should use accepted statistical processes. Updates to the LCC shall reflect the current contractor design developed during the TD Phase, include a risk assessment, and design trade cost and schedule sensitivities. Design trade cost and schedule sensitivities will track to the Cost and Schedule Risk Analysis data item."

g) paragraph 10.2.7 - Replace "In addition, a summary level time phased estimate shall be submitted for Research and Development (R&D) and production." with "In addition, a time phased estimate shall be submitted for all life cycle phases consistent with the program schedule and inflation included in the GR&A provided at contract award or as agreed to by the Government." Add "The Contractor shall submit the LCC using an electronically submitted file compatible with MS Excel 2003 (.xls) or other format (e.g. ACET) if approved by the Government. The file shall contain embedded formulas that provide insight into the build-up of the LCC. If specialized licenses are required to import, view or edit the information, these shall be provided to the Government. All worksheets should include inputs rounded to the nearest dollar (as best as practical) and summarize dollars in thousands."

Add "The phases of this LCC estimate shall be RDT&E (TD and SDD), Procurement, , and O&S. The initial delivery will include all acquisition phases and one (1) year of O&S. Subsequent deliveries will include 20 years of O&S costs.

h) paragraphs 10.2.8, 10.2.8.1 & 10.2.8.2 - delete

i) paragraph 10.3 & figure 1 - delete

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<p>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government having Contracting Officer for the Contract/PR No. listed in Block E.</p>											
A. CONTRACT LINE ITEM NO. CLIN 0002			B. EXHIBIT			C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM					E. CONTRACT/PR NO. FA8722-09-C-0001			F. CONTRACTOR SENSIS			
1. DATA ITEM NO. A0003		2. TITLE OF DATA ITEM Integrated Master Schedule				3. SUBTITLE 3DELRR IMS					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81650/T					5. CONTRACT REFERENCE 3.1.1.2.3, 3.1.1.3.3			REQUIRING OFFICE COTR			
7. DD 250 REQ		9. DIST STATEMENT REQUIRED		10. FREQUENCY As Required		12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE				11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE		b. COPIES	
								Draft		Final	
								Reg		Regio	
16. TOTAL								2		2	
								0		0	
16. REMARKS The initial submission shall be submitted NLT 20 Days after Contract Award (DAC) and shall reflect the contractor's schedule for the TD effort. Final delivery shall be NLT 30 Days after (DA) the PDR. Subsequent and final deliveries shall reflect the assessment of the Acquisition Working Group and include SDD Design (PDRR), SDD Development, P&D and O&S. The document shall be updated quarterly and NLT 10 days prior to each major review. The schedule may be delivered in contractor format. If specialized licenses are required to import, view or edit the information, these shall be provided to the Government by the offeror. The schedule items shall conform to the latest approved CWBS, IMP, LCC, and ISA.											
G. PREPARED BY Justin Seiferth					H. DATE 14 Nov 08		I. APPROVED BY Joseph Imwalle, LtCol, USAF			J. DATE 14 Nov 08	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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Contract FA8722-08-R-0004

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A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT		C. CATEGORY: TDP _____ TM _____ OTHER _____							
D. SYSTEM/ITEM		E. CONTRACT/PR NO. FA8722-09-C-0001		F. CONTRACTOR SENSIS							
1. DATA ITEM NO. A0004	2. TITLE OF DATA ITEM Integrated Master Plan (IMP)			3. SUBTITLE 3DELRR IMP							
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80004A/T		5. CONTRACT REFERENCE 3.1.1.2.4, 3.1.1.3.4		6. REQUIRING OFFICE COTR							
7. DD 250 REQ	8. DIST STATEMENT REQUIRED	9. FREQUENCY As Required	10. DATE OF FIRST SUBMISSION See Block 16	11. DISTRIBUTION							
8. APP CODE		11. AS OF DATE	12. DATE OF SUBSEQUENT SUBMISSION As Required	a. ADDRESSEE		b. COPIES					
						Draft Final Reg Repr					
16. REMARKS The initial submission shall be submitted NLT 20 DAC and reflect the contractor's plan for the TD effort. Subsequent and final deliveries shall reflect the assessment of the Acquisition Working Group and include PDRR, SDD, P&D and O&S. The plan shall be submitted in contractor format. The plan shall conform to the latest approved CWBS, ISA and IMS. The IMP shall be updated quarterly and NLT 10 days prior to each major review.				COTR		1	1				
				Contracting Officer		1	1				
								16. TOTAL		2	2
				G. PREPARED BY Justin Seifert		H. DATE 14 Nov 08		I. APPROVED BY Joseph Imwalle, LtCol, USAF		J. DATE 14 Nov 08	

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188									
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A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT		C. CATEGORY: IDP TM OTHER											
D. SYSTEM/ITEM			E. CONTRACT/PR NO. FA8722-09-C-0001		F. CONTRACTOR SENSIS										
1. DATA ITEM NO. A0007	2. TITLE OF DATA ITEM System/Subsystem Specification (SSS)			3. SUBTITLE System Specification											
4. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81431A			5. CONTRACT REFERENCE 3.1.2.2.2, 3.1.3.1, 3.1.4.1, 3.1.5.1		6. REQUIRING OFFICE COTR										
7. DO 250 REQ	8. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION										
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		b. COPIES										
16. REMARKS The System Specification shall be submitted not later than 10 days prior to the System Requirements Review and Preliminary Design Review, and 30 days prior to the End of Contract (EOC). The document shall be updated and submitted as required such that it reflects the current and agreed to system design, architecture, and requirements as determined by the Engineering Working Group. The specification shall be cross referenced to the CDD and any lower level specifications. The use of commercial document or management requirements systems such as DOORS is encouraged. Any licenses, software, or accounts required to process the document shall be provided to the Government with each submission. Electronic submission of the System Specification in Microsoft Word 2003, HTML or PDF format is also required. Other specifications as required to document the architecture, sub-system design or non-critical technology items shall be developed and submitted as deemed appropriate by the Engineering Working Group. These documents shall be in a format compatible with submitted documents but need not be provided to the Government but made shall be available via the Data Accession List.					a. ADDRESSEE		Final								
					Draft		Rep		Pages						
					COTR		1		1						
					Contracting Officer		1		1						
					16. TOTAL					2		2		0	
					G. PREPARED BY Justin Seiferth		H. DATE 14 Nov 08		I. APPROVED BY Joseph Imwalle, LtCol, USAF		J. DATE 14 Nov 08				

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Contract FA8722-08-R-0004

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A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT		C. CATEGORY: TDP TMI OTHER			
D. SYSTEM/ITEM		E. CONTRACT/PR NO. FA8722-09-C-0001		F. CONTRACTOR SENSIS			
1. DATA ITEM NO. A0009	2. TITLE OF DATA ITEM Engineering Design Test Plan			3. SUBTITLE Capability Demonstration Documentation			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80688		5. CONTRACT REFERENCE 3.1.6.2.2, 3.1.6.3.2		6. REQUIRING OFFICE COTR			
7. DO 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES	
16. REMARKS The initial submittal of this document shall be NLT 20 days prior to the associated Capability Demonstration. Government comments will be received NLT 10 days after Government receipt of the Plan or procedure. Government approval of the Test Plan/Procedure is not required.				Draft		Final	
				Reg		Repro	
				COTR		1	1
				Contracting Officer		1	1
				15. TOTAL			
G. PREPARED BY Justin Seiferth		H. DATE 14 Nov 08	I. APPROVED BY Joseph Imwalle, LtCol, USAF		J. DATE 14 Nov 08		

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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT	C. CATEGORY: TOP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM		E. CONTRACT PRI NO. FA8722-09-C-0001	F. CONTRACTOR SENSIS				
G. DATA ITEM NO. A0010	H. TITLE OF DATA ITEM Contractor's Progress, Status and Management Report	I. SUBTITLE Expenditures and Termination Liability			J. PRICE GROUP		
K. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227/T	L. CONTRACT REFERENCE 3.1.1.3.1	M. REQUIRING OFFICE COTR			N. ESTIMATED TOTAL PRICE		
O. DD 250 REQ	P. DIST STATEMENT REQUIRED	Q. FREQUENCY Quarterly	R. DATE OF FIRST SUBMISSION See Block 16	S. DISTRIBUTION			
T. APP CODE	U. AS OF DATE	V. DATE OF SUBSEQUENT SUBMISSION See Block 16	W. ADDRESSEE		X. COPIES		
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188				
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any notice provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Printing Contracting Officer for the Contractor's No. Set in Block E.										
A. CONTRACT LINE ITEM NO. CLIN 0002		B. EXHIBIT		C. CATEGORY: TOP TM OTHER						
D. SYSTEM/ITEM		E. CONTRACT/PR NO. FA8722-09-C-0001		F. CONTRACTOR SENSIS						
1. DATA ITEM NO. A0012	2. TITLE OF DATA ITEM Test/Inspection Report			3. SUBTITLE Capability Demonstration Report						
4. AUTHORITY (Data Acquisition Document No.) 80809B		5. CONTRACT REFERENCE 3.1.6.2.6, 3.1.6.3.6		6. REQUIRING OFFICE COTR						
7. DD 250 REQ.	9. DIRT STATEMENT REQUIRED	10. FREQUENCY As Required	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION						
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE		b. COPIES				
						Draft	Final			
						Req	Repro			
15. REMARKS Report reflecting the results of the Demonstration shall be provided not later than 20 days after the conduct of the associated Capability Demonstration. Government comments will be received NLT 10 days after Government receipt of the Plan or procedure. Government approval of the Report is not required.				COTR		1	1			
				Contracting Officer		1	1			
				15. TOTAL				2	2	0
				G. PREPARED BY Justin Seiferth		H. DATE 14 Nov 08	I. APPROVED BY Joseph Imwalle, LtCol, USAF		J. DATE 14 Nov 08	

Page 1 of 1 Pages

STATEMENT OF OBJECTIVES (SOO)

Three-Dimensional Expeditionary Long-Range Radar (3DELRR)

Contract FA8722-08-R-0004

Attachment 1

Revision 1

13 March 2009

Statement of Objectives for the Three-Dimensional Expeditionary Long-Range RADAR (3DELRR)

1 Program Overview and Scope

This Statement of Objectives (SOO) addresses the US Air Force Electronic Systems Center (ESC) acquisition for the Technology Development (TD) phase of Three-Dimensional Expeditionary Long-Range RADAR (3DELRR). The TD phase is the first of four planned phases leading to the fielding of the 3DELRR. Following TD, a single contract will be used for the Program Definition and Risk Reduction (PDRR). The PDRR is the first of two stages of the System Development and Demonstration (SDD) phase. Milestone B will follow PDRR and lead to the development stage of SDD. Production and Deployment (P&D) will follow SDD. Operations and Sustainment (O&S) is the final phase of the 3DELRR program. Cumulatively these are referred to as "all phases of the program".

The 3DELRR will be the principal US Air Force long-range, ground-based sensor for providing a means of detecting, identifying, tracking, and reporting aircraft and missiles for the Joint Forces Air Component Commander through the Ground Theater Air Control System (GTACS). The primary mission of the 3DELRR will be to provide long-range surveillance and tracking of Air Breathing Threats and Theater Ballistic Missiles or both. The 3DELRR will provide the USAF GTACS with real-time display of all air activity and be rugged enough to support a wide range of deployed operations in all types of weather and terrain conditions. The 3DELRR will also provide sufficient advanced warning and target information to allow for threat evaluation and responsive action. The 3DELRR will provide air controllers with a precise, real-time air picture of sufficient quality to conduct close control of individual aircraft under a wide range of environmental and operational conditions. In the case of Theater Missile Defense operations, the 3DELRR will have the capability to detect, track, and disseminate target information to respective Command and Control (C2) nodes to disseminate for warning and engagement. Similarly, the joint targeting process will benefit from trajectory information provided by the 3DELRR, which will include launch and impact location. These improved capabilities will establish a closer relationship between the Air Force and the Army and the Navy who have the preponderance of Air Defense Artillery engagement systems in theater.

The primary objective of the 3DELRR TD phase is to prepare for a successful PDRR and Milestone B leading to entry into the SDD phase of the program. This requires that:

- Technical risks have been reduced to acceptable levels. To identify technical risks, the Contractor must determine their overall technical approach to a level that will reveal aspects of their design which require risk reduction. Critical Technical Elements (CTE) of the proposed design must achieve Technology Readiness Level 6 (TRL-6) by the conclusion of the TD phase. The Undersecretary of Defense, Acquisition, Technology and Logistics USD (AT&L) memo entitled, "Prototyping and Competition", dated 19 Sep 2007, states that, "Competing teams producing prototypes of key system elements

will reduce technical risks, validate designs, validate cost estimates, evaluate manufacturing processes and refine requirements. In total, this approach will reduce time to fielding." The intent of the AT&L memo and the TD phase of the program is to ensure the 3DELRR design and critical technologies have been sufficiently matured to enter SDD.

- The Contractor shall develop a Life Cycle Cost (LCC) reflecting the requirements baseline. The program requires a Government estimate in time to support the FY12 Program Objective Memorandum (POM). A System Requirements Review (SRR), as defined by Attachment C of this SOO will establish the common requirements baseline. Following the SRR, the LCC, reflecting the requirements baseline and an analysis of cost drivers shall be submitted to the Government. This will assist the Government's development of an estimate to support the FY12 POM.
- The approval to proceed to SDD will require the Contractor to provide an allocated baseline and detailed information on their proposed technical approach. To establish the required level of confidence, the TD phase will conclude with a 3DELRR Preliminary Design Review (PDR) as defined by Attachment D of this SOO.

In support of the primary objectives, the products of this phase shall include:

- Capability Demonstrations and other evidence that all CTE are at least TRL-6
- A recommended phasing of capabilities to reduce risk through incremental releases of capability and/or leveraging external developments and technology
- Identification and definition of critical interfaces among hardware or software likely to improve greatly in capability during the SDD or O&S phases of the program
- A contractor developed LCC and risk information mapped to the contractor-developed System Specification and Contractor Work Breakdown Structure (CWBS)
- A hardware architecture to include an allocation of functional requirements, weight and transportability analysis and definition of critical interfaces
- A software architecture to include allocation of functional requirements and definition of computer software configuration item interfaces and protocols
- Other information and documents, as required by DoDI 5000.2 and described in Attachment B of this SOO, to support the Government transition to SDD
- A collaborative development community website to coordinate 3DELRR program activities, solicit feedback and ideas across DoD and industry.

2 Applicable Documents

- 1) Capability Development Document (CDD) for 3DELRR, 19 Dec 07
- 2) DoDI 5000.2, Operation of the Defense Acquisition System, 12 May 2003
- 3) DoD Instruction 8500.2, Information Assurance (IA) Implementation
- 4) Department of Defense Instruction (DoDI) 8510.01, 28 Nov 2007
- 5) ANSI/GEIA EIA-632 "Processes for Engineering a System" Government Electronics and Information Technology Association, 1 Sep 03

6) DoD Technology Readiness Assessment (TRA) Deskbook, May 2005

3 Objectives

The 3DELRR will provide increased capability, improved availability and reduced support costs. Using Open Technology Development (OTD), the 3DELRR will be designed for growth, technology insertion, and long-term sustainability to confront emerging threats and challenging operating environments. The TD effort must provide a hardware and software architecture which addresses in priority order:

- 1) All threshold Key Performance Parameters (KPP)
- 2) All threshold Key System Attributes (KSA)
- 3) All remaining CDD thresholds
- 4) All remaining CDD objectives

3.1 Identification of Program Risks

The Government perceives risk in specific technologies such as the Monolithic Microwave Integrated Circuit based transmitter/receivers. There are also significant risks in the estimation of development costs and the schedule to initial operational capability. The Contractor shall identify risks inherent to the Contractor's architecture and design and the Government's performance requirements. The Contractor shall develop a CWBS reflecting the system hardware and software design to a level sufficient to isolate high-risk subsystems and requirements. The status of risks shall be maintained in Risk Management Plans and updated as the design matures. (A0001, A0008, A0011)

3.2 Risk Mitigation

The Contractor shall provide the Government with an analysis of the KPP, KSA, and derived requirements and assist the Government in assessing the cost and schedule impacts of deployment of capability. The analysis should include examining incremental deployment of capability, capability growth during SDD and O&S, and system-level performance trade-offs such that the Government may understand which technical requirements are driving system costs; particularly those which may drive development costs during SDD to exceed \$80M per fiscal year or extend the initial fielding of 3DELRR beyond FY16.

It is imperative that the requirements trade analysis be completed by the Requirements Working Group between contract award and the SRR such that the Government can affect the FY12 POM. The Contractor shall work closely with the Government cost and technical team to document technical recommendations and alternative solutions which, if adopted, would reduce technical risks, system support or upgrade costs, time to develop, test, and field.

The Contractor shall identify the TRL for all CTE associated with their design. The Contractor shall conduct Capability Demonstrations or provide other evidence that TRL-6, as defined within the TRA Deskbook has been reached for all critical technologies.

At a minimum, the Contractor shall ensure their approach provides:

- A risk management process chaired by the Government to ensure that all risks within the TD phase are tracked and mitigated. The Contractor shall provide metrics by which progress toward KPP, KSA and other high risk or critical performance parameters may be monitored. The Contractor shall present an integrated summary of all risks, mitigation strategies, and the effects of the mitigation strategies at all the major design reviews.
- A process, as identified within the Risk Management Plan by which the readiness level of each CTE may be assessed and managed. A validation program for CTE such that those technologies may achieve TRL-6 rating prior to the end of the TD phase. The Contractor shall provide an update of the technology maturation status summarizing the state of the risk management process for each CTE at every major review. If Capability Demonstrations are conducted the Government will witness any and all demonstrations and reserves the right to conduct third-party assessments to validate contractor efforts.
- A Verification Cross Reference Index (VCRI) to include SDD Test Methodology and Technical Performance Measures (TPM). The VCRI shall allow traceability from operational requirements as expressed in the CDD to requirements in the System Specification and vice versa. Requirements within the System Specification shall be correlated to the approved CWBS and vice versa such that the cost and schedule impact of requirements may be assessed.
- An approach which allows the upgrade of the system to improve performance or supportability throughout its life cycle. The approach should use OTD techniques to ensure the design does not inhibit the introduction of new or upgraded technology.

(A0001, A0002, A0003, A0004, A0005, A0007, A0008, A0009, A0011, A0012)

3.3 Preparation for SDD Phase

The Contractor shall ensure the technical maturity of their proposed design is consistent with the entrance requirements for SDD. In support of this objective, the Government will allow the Contractor maximum flexibility to incorporate innovation in developing projected SDD development costs, schedule, proposing trade-offs in performance, risks, and flexibility in contracts and subcontracts, vendors, as required to produce the data required. The contractor shall use the joint Government/Contractor Working Groups to provide the Government the information and insight needed for them to develop the documentation required for entry to SDD.

In addition to those documents specified by DoDI 5000.2, entry into SDD requires a system-level allocated baseline. The Contractor shall conduct a tailored PDR and produce an allocated baseline not later than 60 days before the completion of this contract. The 3DELRR will also require a Technical Requirements Document (TRD), Test and Evaluation Master Plan, Information Support Plan and other data prior to SDD. These documents will require substantial design related information to complete.

In addition to the contractor-developed LCC, the Government requires the identification and analysis of design aspects which either contribute substantially to cost of the system or are at risk

of substantial cost or schedule growth during SDD. The Contractor shall ensure that, to the maximum extent possible, the analysis, designs and documents produced during TD may be used during SDD. Specifically, the Contractor shall provide the Government:

- Life cycle cost and schedule information in support of the cost estimating team to include SDD cost, schedule, performance, and risk.
- Identification and analysis of cost drivers based on requirements and the Contractor's system design.
- Sufficient design, cost, and schedule information available such that requirements tradeoffs may be completed no later than seven (7) months after contract award.
- A System / Subsystem Specification describing the functional, hardware, software, transportability, security, and environmental performance of the 3DELRR design.
- Software and hardware architectures to include the allocation of functional requirements and documentation of subsystems, interfaces and protocols conformant with unmodified open standards and the CDD thresholds.
- Demonstrations of how the software and hardware architectures are supportable, modular, extensible, and scalable.
- A design with documented, open standard hardware and software interfaces allowing incremental system improvements through upgrades of individual hardware or software modules with newer modular components without redesign of entire systems or large portions thereof.
- Radar characteristics data to support the development and approval of the 3DELRR DD1494 frequency allocation.
- Other documents as required by DoDI 5000.2 and as identified as required during the conduct of Working Group meetings and action items.

(A0002, A0003, A0004, A0005, A0006, A0007, A0008, A0009, A0011, A0012)

3.4 Facilitate Government / Contractor Communications

Innovative techniques should be used to increase the efficiency and effectiveness of communications among the Government and Contractor organizations supporting this effort. Program reviews, Working Groups, and other activities shall be scheduled to minimize time lost on such items as travel and to maximize the use of Government Program Office expertise through concurrent reviews and the use of electronic and other alternative communication mechanisms. Frequent and detailed communications are important to the successful conclusion of TD. Specifically, the Government requires:

- The Contractor to host twice a month video or telephone conferences with the Government to review the integrated status of the program. The review shall include the status of all efforts, Working Groups and issues. The Government reserves the right to travel to the Contractor's facilities for these events in order to better enable effective communications.
- A Post-Award Conference ("Kickoff" meeting) to be held as soon as possible but no later than 30 business days after contract award.

- A tailored Systems Requirements Review (SRR) to be held, in accordance with Attachment C to the SOO as soon as possible but not later than 80 business days after contract award.
- The Contractor to host Readiness Reviews prior to and assessment reviews following Capability Demonstrations
- A tailored PDR to be held, in accordance with Attachment D of the SOO, as soon as possible but not later than 60 business days prior to the completion of the contract.
- Contractor support of Working Groups and other meetings to be held at the Contractors' or Government's facilities are estimated at no less than one week per month.

In support of current and planned activities, the Contractor shall also provide:

- Specifications, reports, and analysis sufficient to conduct the SRR, PDR, Working Groups and other reviews.
- Minutes documenting the agreements and remaining actions after each formal meeting/review.
- An integrated summary of program status, and expenditure data (cost for current month, cumulative costs, and actual invoice amount) based on the CWBS, Integrated Master Plan and Integrated Master Schedule with an emphasis on risk and performance metrics, schedule, accomplishments, and risk management (to include mitigation strategies) at teleconferences, working group meetings, SRR, and PDR. This information shall also be provided within the Contract Progress, Status and Management Report.
- Other data items beyond the Government-prepared CDRL as necessary and consistent with the Contractor's proposal.
- An open development collaborative website, to include operations and administration responsibilities, which supports the efforts of the Working Groups and open development collaboration as described in Section 4 of this SOO.

Lastly, in the course of the contract, it may be necessary to exchange information with other contractors or Government agencies. The Working Groups may be held jointly among all TD Contractors and the Government. The Contractor shall enter into Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDA), as necessary, with other Contractors participating in technology development and support activities.

(A0001, A0003, A0004, A0005, A0006, A0008, A0009, A0010, A0012)

3.5 Exit Criteria from TD Phase

The primary objective of the 3DELRR TD phase is to prepare for a successful PDRR and Milestone B leading to entry into the SDD phase of the program. The Contractor shall propose exit criteria containing at a minimum the following elements:

- Conduct of the SRR and PDR
- Delivery of a System / Subsystem Specification
- Evidence, including Capability Demonstrations and other verification, of TRL 6 for all CTE used in the Contractor's baseline design.

- Production of the information required for the Government to produce the documentation required for Milestone B as outlined in Attachment B of this SOO.

(A0007, A0008, A0009, A0012)

4 Description of terms

The following are description and definitions of terms used in this SOO.

Inspection

Visual examination of the item, reviewing associated descriptive documentation, and comparing the characteristics with a predetermined standard to determine conformance to requirements without operation of the item or the use of special laboratory equipment or procedures.

Analysis

Technical or mathematical evaluation using mathematical representations (i.e. models, algorithms, equations), charts, graphs, circuit diagrams, and representative data or evaluation of previously qualified equipment.

Demonstration

Operation, movement, and/or adjustment of the item in performing its design functions under a specific set of conditions. The item may be instrumented to compare its functional operation to the requirement.

Test

Systematic exercising or functional verification of the item under specific conditions such as actual operation, including instrumentation as appropriate, and collection, analysis, and evaluation of quantitative data.

Technology Readiness Level (TRL)

A measure used by US Government agencies and many major world companies (and agencies) to assess maturity of evolving technologies (materials, components, devices, etc.) prior to incorporating that technology into a system or subsystem. Generally speaking, when a new technology is invented or conceptualized, it is not suitable for immediate application. Instead, new technologies are usually subjected experimentation, refinement, and increasingly realistic testing. Once the technology is sufficiently proven, it can be incorporated into a subsystem.

Open Technology Development (OTD)

This is a summary term which encompasses the following terminology in sub-bullets A-E for design, development, implementation, and documentation of a software and hardware system. 3DELRR is expected to remain in the field for several decades and during that time to evolve significantly. OTD is intended to facilitate all phases of the program by reducing the impact of obsolescence of materials and architecture and facilitate the introduction of new or improved technology.

A) Open Architecture

The system is modular, interoperable, extensible, reusable, composable, maintainable, and must employ open standards for key interfaces within the system (hardware and software).

B) Open Standards

All standards employed should be:

- a) Widely used, consensus-based, published, and maintained by recognized standards organizations.
- b) Freely and publicly available under royalty-free terms.
- c) Free of all requirements for execution of a license agreement, non-disclosure agreement, grant, click-through arrangement, or any form of paperwork, to deploy conforming implementations of the standard.
- d) Free of all requirements for other technology that fails to meet this "open standard" criteria.
- e) Examined to ensure all patents to the implementation of the standard are licensed under royalty-free terms for unrestricted use or covered by a promise of non-assertion when practiced by open source software.

C) Open Development Collaboration

Requires that a team-based process used to design, acquire, implement, deploy, and use a system. The team's collaboration, correspondence, and decisions shall be persistently documented using an on-line mechanism that provides read/write access to all team members, and the Government shall retain all rights to the content placed in the on-line mechanism. Access to this content may be restricted by the Government to only members of the respective team, as may be deemed necessary by the Government representatives.

D) Open Source (Software)

The system must be free of license restrictions (e.g., all royalties and other such fees for sale or use) preventing the DoD from selling or giving away the software as a component of an aggregate software distribution containing programs from several different sources.

- a) Source code must be included and allowed to be distributed in textual form as well as in compiled form.
- b) The license must allow for modifications and derived works, and allow those changes to be distributed under the same terms as the license of the original software.
- c) The license must protect the integrity of the author's original source code.
- d) The license must require derived works to carry a different name or version number from the original software.
- e) The license must require that the original source code be distributed as pristine based sources plus patches, so that "unofficial" changes (those made and added to the source by parties other than the original author) can be made available but easily distinguished from the base source.

- f) The rights attached to the software must be applicable to all whom the software is redistributed without the need for execution of an additional license by those parties.
- g) The rights attached to the software must be free from all dependencies on the software's being part of a particular software redistribution.
- h) The license must be free from all restrictions on other software that is distributed along with the licensed software.
- i) The license must be free of all provisions that may be predicated on any individual technology or style of interface. (The license must be technology-neutral.)

E) Open Systems

- a) The system must employ modular design, and use widely supported and consensus based standards for its key interfaces. Implementations of the components must conform to the interface specifications.
- b) The system should not use technology, standards or intellectual property for which less than Government Purpose Rights are delivered to the Government.
- c) Interface and form, fit and function physical, electrical and logical specifications of line replaceable units shall be:
 - 1. Fully defined.
 - 2. Available to the public.
 - 3. Maintained according to group consensus.

4 Attachments

A. CDRL Summary

- B. Notional Working Group Structure
- C. SRR Exit Criteria
- D. PDR Exit Criteria

- B. Notional Working Group Structure
- C. SRR Exit Criteria
- D. PDR Exit Criteria

Attachment A: Contract Data Requirements List (CDRL) Summary

CDRL #	Data Item	Deliverable
A0001	DI-MGMT-81334C	Contract Work Breakdown Structure (CWBS)
A0002	DI-FNCL-80448	3DELRR Life Cycle Cost (LCC)
A0003	DI-MGMT-81650	3DELRR Integrated Master Schedule (IMS)
A0004	DI-MGMT-80004A	3DELRR Integrated Management Plan (IMP)
A0005	DI-ADMN-81505	Meeting Minutes
A0006	DI-MGMT-81453A	Data Accession List
A0007	DI-IPSC-81431A	System Specification
A0008	DI-MGMT-80508B	Trade Studies and Milestone B Documentation
A0009	DI-SESS-81704	Capability Demonstration Documentation
A0010	DI-MGMT-80227	Expenditures and Termination Liability
A0011	DI-MGMT-80508B	Cost and Schedule Risk Analysis
A0012	DI-NDTI-80809B/T	Capability Demonstration Report

Attachment B: Notional Working Group Structure

The Government must be prepared for the SDD phase which is scheduled to commence following TD. The Government envisions a joint Contractor/Government effort to prepare the documents and other information required for Milestone B. The Contractor shall provide the documentation, in accordance with the CDRL, as required for the Government to prepare and coordinate the products of the Working Groups. The products of each Working Group are indicated below the description of the Working Group. These products are derived from the requirements of DoDI 5000.2 for an ACAT I program entering Milestone B. All documents are expected to be the result of a joint Government/Contractor effort. However, those documents marked with an asterisk are expected to be developed in joint meetings with all TD phase contractors and the Government.

There will be the following Working Groups in addition to the major reviews (SRR, PDR). These Working Groups shall meet as required, but not less frequently than monthly starting with the first full month of the contract. Joint meetings will be held at a Government facility. Individual meetings at the Contractor's facility will be used for the discussion of proprietary or design specific information and documents. The Working Groups will be charged with development of related documents in support of SDD. The Government is responsible for the development and publication of the defined documents using information supplied by the Contractor in defined CDRLs. While updates to policy documents and guidance from the Department of Defense, the US Air Force or Public Law may alter these assignments; as of contract award the specific assignments for the Working Groups are as follows:

Requirements Working Group (RWG)

This Working Group will be led by Air Combat Command (ACC) A8. The RWG meetings will be held at ACC Headquarters, Langley AFB, VA and will be attended by ACC, ESC, at least one representative of all TD awardees and other Government agencies as required. It is anticipated that this group will meet at least one week per month from contract award until the successful completion of the SRR. The RWG's charter is to ensure a common understanding of the CDD requirements among all Contractor and Government representatives. The initial meetings of the RWG will focus on the operational threats and concept of operations (CONOPS) for the desired radar system as required to prepare for the SRR. The common understanding will then be used by each TD Contractor to ensure their Life Cycle Cost and their design-specific System Specification conforms not only to the KPP and KSA but captures the proposed CONOPS and the intent of the KPP and KSAs as well. ESC will ensure the TRD fully reflects the agreed upon technical requirements. The Government will use the TRD as the contractual requirements document for the SDD phase.

System Specification (SS) (A0007)

Technical Requirements Document (TRD)* (A0008)

Acquisition Working Group (AWG)

This Working Group will report to the Government Program Manager. The Contractor and

Government chairperson will be responsible for planning and delivery of all information in a fashion sufficient to support the Milestone B process. At a minimum, drafts suitable for external review and coordination shall be available not later than the PDR. In addition to assuring all other groups produce their required information, the AWG shall itself be responsible for development of information as defined in CDRLs required to support the Government development of the:

Life Cycle Cost (LCC) (A0002)

Life Cycle Management Plan (LCMP)* (A0008)

Integrated Master Schedule (IMS) (A0003)

Integration Master Plan (IMP) (A0004)

Cost Analysis Requirements Description (CARD) * (A0008)

Clinger – Cohen Act Compliance* (A0008)

Trade Studies related to cost and schedule impacts of specific requirements and design (A0011)

Engineering Working Group (EWG)

This Working Group will report to the Government Lead Engineer. The Contractor and Government chairperson will be responsible for planning and delivery of information in a fashion sufficient to support the System Requirements Review (SRR), Preliminary Design Review (PDR) and the preparation for PDRR. The Interface Control Working Group (ICWG) is also a responsibility of the EWG. At a minimum, drafts suitable for external review and coordination shall be available not later than the PDR. This group will be responsible for formulating and executing Capability Demonstrations by which all Critical Technology Elements will be at TRL 6 or better prior to the end of the contract. The EWG will be responsible for development of information as defined in CDRLs required to support the Government development of:

System Engineering Plan (SEP)* (A0008)

Risk Management Plans (RMP) (A0008)

Technology Readiness Assessment (TRA)* (A0008)

Defense Information Assurance Certification and Accreditation Process (DIACAP) including the Program Protection Plan (PPP)* (A0008)

Frequency /Spectrum Certification Compliance (A0008)

Information Support Plan (ISP) Stage I, II and III Review* (A0008)

Technical Requirements Document (TRD)* (A0008)

Source of Repair Assignment Program (SORAP)* (A0008)

System Threat Assessment (STA) (A0008)

Test Working Group (TWG)

This Working Group will function as the Integrated Test Team (ITT) and the Test Planning Working Group (TPWG) and report to the Responsible Test Organization (RTO). The Contractor and Government chairperson will be responsible for planning and delivery of information in a fashion sufficient to support the Milestone B process and any contractor testing associated with the Capability Demonstration(s). At a minimum, drafts suitable for external review and coordination shall be available not later than the PDR. The Test group will be

responsible for development of information as defined in CDRLs required to support the:

Test and Evaluation Master Plan (TEMP)* (A0008)

Test Reports and other artifacts of the Capability Demonstration (A0011, A0012)

Waivers from or Reports regarding the Environmental, Live Fire or other testing requirements* (A0008)

Attachment C – SRR Exit Criteria

Attachment D – PDR Exit Criteria